GOVERNMENT OF KARANATAKA

Bruhat Bangalore Mahanagara Palike

REQUEST FOR PROPOSAL

FOR THE CONSULTANCY ASSIGNMENT

Sl No	Name of Assignment
1	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli rayanna Circle in West Zone

EXECUTIVE ENGINEER,
ROAD INFRASTRUCTURE – ROAD INFRA DIVISION
BRUHAT BANGALORE MAHANAGAR PALIKE.
N.R.SQUARE, BANGALORE - 560002

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	3
Section II	Information to Consultants (ITC)	7
	Data Sheet Information to Consultants	15
Section III	Technical Proposal – Standard Forms	20
Section IV	Financial Proposal – Standard Forms	31
Section V	Terms of Reference	37
Section VI	Contract for Consultant's Services	50

BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE /RI/Road Infra Division/TEND/01/ 2023-24

O/o Executive Engineer
RI- Road Infra Division
N.R Square, Bengaluru – 560 002
Dated: 19.02.2024

Short Term Notification

INVITATION FOR TENDERS (IFT)

(Two Cover System)

(Through GOK ,http://kppp.karnataka.gov.in Portal Only)

1. Executive Engineer (Road Infrastructure - Road Infra Division), BBMP invites Bids on behalf of the Commissioner, Bruhat Bengaluru Mahanagara Palike for the following services from reputed Consultants.

For following works tender is invited " through . http://kppp.karnataka.gov.in).

Sl No	Name of Assignment	Project Cost (Rs. in Lakhs)	EMD (Amount in Rupees)
1	Consultancy services for preparation of DPR for the work for Providing Junction improvement works under SURAKSHA-75 in arterial and sub arterial roads at Minsk square junction, Basaveshwara circle, Hennur cross, Trinity circle, LH Circle, Windsor manor Jn& SJP Road Junction in east zone	800.00	20,000
2	Consultancy services for preparation of DPR for the work for Providing junction improvement works under SURAKSHA-75 in arterial and sub arterial roads at Domlur-Hal Old Airport Junction, Anil Kumble circle, Hosur Road Junction, Ashwathnagar bus stop junction (Dr.Rajkuamr Road)Swami Vivekananda metro station junction, suranjan das road junction-NGEF Signal & Nagawara junction in East Zone.	900.00	22,500
3	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli	700.00	17,500

	rayanna Circle in West Zone		
4	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Chord Road Basaveshwaranagar Junction, Bellary Road, Chowdaiah Road, Vijayanagr Bus Stand Circle, Sirsi circle & Nagrabhavi circle (ORR) in west Zone	800.00	20,000
5	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at K R Market, Forum Mall, Makkalakoota circle, Devegowda petrol Bunk & Magadi Road Toll Gate Junction in South zone.	500.00	12,500
6	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at BHEL Junction, Mysore Road, Nandi Link Grounds, Lalbagh-Hosur Road Junction & Subhash Chandra Bose Junction in South Zone.	650.00	16,250
7	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Bellary – Palanahalli Road, Bellary –Kogilu Main road, NES Bus stop junction & Yelahanka NewTown in Yelahanka Zone.	400.00	15,000
8	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Yelahanka Road –Vidyaranyapura Main Road, Hostel Bus stop junction, Byatarayanpura junction & Veernapalya Bus stop in Yelahanka Zone.	400.00	15,000
9	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Hongasandra MS. Junction , Manipal County- Hosur Road Junction, Garebavipalya Temple & HSR Layout 27th main junction in Bommanahalli Zone.	500.00	12,500
10	Consultancy services for preparation of DPR for the work for Providing Junction	600.00	15,000

	Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Bannerghatta Road-BDA 80 Feet Road, Bannerghatta Road, Arekere Road, Kudlu Gate City bus stop junction & Sarakki in Bommanahalli Zone.		
11	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Tin Factory, Marathalli, KR Puram, b Channasandra Bridge, Benniganahalli KR Puram Junction, Doddanakundi Junction & Varthurkodi in Mahadevapura zone.	900.00	22,500
12	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Kundahalli junction, Mahadevapura, Outer Ring Road Embassy tech village intersection subramanyaswamy temple, sarajapura signal, next to iblur lake & Bagmane Tech Park junction in Mahadevapura zone.	950.00	23,750
13	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Summanhalli junction, Kengeri bus Terminal junction nice road Kengeri Road Junction & Jayanna circle at Kenchanahalli Road In RR Nagar Zone.	600.00	15,000
14	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Srigandha kaval Junction, Gorguntepalya junction, BEL Cirlce & Nagarbhavi junction (ORR+Mysore Road) in RR Nagar Zone.	700.00	17,500
15	Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th mile circle, Nagasandra MS Junction Jalahalli Cross Road, Tumkur & Dasarahalli MS Junction in Dasarahalli Zone.	600.00	15,000

2. The RFP is open to all consultants in the platform. The detailed RFP with the Bid document can be downloaded from the http://kppp.karnataka.gov.in portal.

3. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka KPP Portal. Website . http://kppp.karnataka.gov.in from 23.02.2024 under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.

4. Proposals must be accompanied by Earnest Money Deposit which should be paid online through KPP portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).

5. Proposals must be electronically submitted (on-line through internet) within the date and time published in KPP portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the KPP portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, Road Infrastructure, Road Infra Division, Annex Building No.3, Room no 307, N. R. Square, Bengaluru-560002.

6. Pre Bid meeting will be held at the office of the Engineer In Chief, BBMP, 1st floor, Annex Building-2, N.R.Square, Bengaluru-560 002 on 23.02.2024 at 16.00 hrs.

7. The last date for submission of completed documents is 27.02.2024 before 3 PM hrs.

8. Date of opening of Technical proposal is 28.02.2024 after 3.10 PM hrs

9. Date of opening of Financial proposal will be after the approval of technical proposal.

Essential Conditions:

1. For details, registration and e-payment visit GOK KPP website http://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22485867 / 22485927.
2. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentionedabove, their Financial Bids will not be opened.
3. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all theTenders without assigning any reasons.
4. Black Listed Consultants / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
5. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
6. Further Details of the Work can be obtained from the Office of the Executive Engineer, Road Infra Division - RI, Third Floor, Room No.307, Annex Building – 3, BBMP Head Office premises, N.R Square, Bengaluru - 02 till last date of submission.

7. All the participants should produce all the original documents for verification whenever necessary.
8. Before Opening of the tender all Tenderers shall submit a Certified Copies (Either Certified by Gazetted Officer or Notarized by Govt Notary) of required documents which are up loaded in KPPP portal.
9. Any Amendments to this notification will be published in the KPPP-portal only.
10. Conditional tenders will not be accepted.

Sd/-
Executive Engineer
RI-Road Infra Division
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to,

1.Personnel section of Hon'ble Administrator, BBMP to bring into the notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. Special Commissioner (Projects)/ Additional Commissioner (Projects)., BBMP
4. Engineer – in Chief BBMP for kind information.
5. Chief Engineer (Road Infrastructure)/Environment/Markets/South/West/East/Rajarajeshwari Nagar/Bommanahalli/Dasarahalli/Mahadevapura/ ByatarayanapuraZones/SWD for kind information.
6. Superintending Engineer (Road Infrastructure)/Rajarajeshwari Nagar/ Bommanahalli/Dasarahalli /Mahadevapura /Byatarayanapura for kind information.
7. The CAO / Chief Auditor for kind information.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. All Executive Engineers with a Request to publish the same in the Notice Boards.
10. A.O (Projects) / Accounts Superintendent / Cashier for information and necessary action.
11. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level.
12. Notice board/ Office Copy.

Sd/-

Executive Engineer
Road Infrastructure, Road Infra Division
Bruhat Bengaluru Mahanagara Palike
Bengaluru

SECTION 1. LETTER OF INVITATION

Dated:

Dear Sir,

Subject: Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli rayanna Circle in West Zone

You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and **Bruhat Bengaluru Mahanagara Palike** (BBMP) (here in after referred to as Client).

The objective of the services in brief is:

(a) Road Inventory and Pavement Condition Survey

(b) BBD Investigation and Over lay Design
(c) Preparation of Cost Estimation, BOQ, etc.
(d) Preparation of Tender Document

(e) Conduct necessary inventory and field surveys

(f) Details of Road surface Condition and width of the roads which includes details of carriage way and its profile correction, kerb, median, Foot path, Shoulder drains and Road side Drains

(g) Details condition of Footpath, side Drains, Street light and Barricades

(h) Preparation of Presentations, Reports.

More details on the Services are provided in the attached Terms of Reference.

1. The RFP can be downloaded through KPP by all the eligible consultants:
2. No joint ventures or associations are allowed:
3. The Consultant will be selected under Least Cost Selection (LCS) procedures described in this RFP
4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) / BBMP expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests par amount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(c) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's/ BBMP's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK/ BBMP:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(d) will have the right to require that, GOK / BBMPto inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK / BBMP.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK / BBMP in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard

contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) The firms having following minimum experience only will be considered for qualification;

(a) The Consultants/Firms should have a minimum of 5 years of experience in the field of consultancy and project management as prime consultant, no Joint venture/ Association/ Consortium allowed.

(b) Each tender in its name should have in the last Five years i.e., 2018-19 to 2023-24 Executed and completed successfully done the Detailed Project Report Assignment for Similar nature of Work Value shall be not less than Rs.350.00 Lakhs each in any of the Financial Year. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

(c) Achieved in each of the last two financial years a minimum Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 28.00 Lakhs. In support of this, the Tenderer shall furnish the Audited Balance Sheet for the last five

Conservative financial years along with the Technical Bid.

(d) The Bidder should have Established office and well equipped with NABL certified own Laboratory and should furnish the list of manpower, equipment and software possessed by him as per the tender documents.

(e) Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.(also all scanned copies should be visible and should have clarity)

(f) Bidder should/disclose the number of similar projects on hand.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in

various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date (90 days from the date of submission). During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 Interested bidders shall login to http://kppp.karnataka.gov.in/index.seamand follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPP website http://kppp.karnataka.gov.in/eportal/index.seam under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

4.3 **EMD**

The consultants are requested to submit **EMD as per Tender notification.** The Consultant can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:

- Credit Card

- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/consultant taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment , the DD to be drawn in favor of "KPP, Government of Karnataka " and submit to Axis Bank before bid submission time and up date the transaction reference in KPP portal .

For details on e-Payment services refer to KPP portal for more details on the process.

4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.5 An authorized representative of the Consultant initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in KPP portal.

4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the KPP portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the

Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory

implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify unsuccessful consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organizations would not be eligible for Appointment as Consultant.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: COMMISSIONER., BBMP., N.R.SQUARE, BANGALORE represented by THE EXECUTIVE ENGINEER., Road Infra-DIVISION., BBMP., BANGALORE
The method of selection is: Least Cost Selection (LCS)

1.2 A technical and a Financial Proposals are requested: **Yes**

The name, objectives and description of the Assignment are:

Name: Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli rayanna Circle in West Zone

The objective of the services in brief is:

(a) Road Inventory and Pavement Condition Survey
(b) Urban Planning and Design of Junctions
(c) Preparation of Cost Estimation, BOQ, etc.
(d) Preparation of Tender Document
(e) Details of Road surface Condition and width of the roads which includes details of carriage way, kerb, median, Foot path, Shoulder drain, Rain water flow and Drains,
(f) Details condition of Footpath, side Drains, Street light and Barricades
(g) Preparation of Presentations, Reports shall include the following aspects

1. Sidewalk repair and Replacement

Description: as given in section 5, terms of reference

1.3 The Assignment is phased: **No**

1.4 A pre-proposal conference will be held: Yes

1.5 The Client will provide the following inputs:

No inputs will be provided by the client except for available relevant data and reports

1.6 The Client envisages the need for continuity for downstream work: **No**

1.7 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

1.8 Clarifications may be requested up to seven days before the submission date.

The address for requesting clarifications is:

Executive Engineer
Road Infrastructure – Road Infra Division,
BBMP., BANGALORE-02.

1.9 Proposals should be submitted in the following language(s): English

2.0 (i) Shortlisted Consultant may associate with other shortlisted Consultant: No
(ii)The estimated number of key professional staff months required for the assignment is: 6 Nos.
(iii) Key personnel for the study shall include minimum but not limited to the following. (However, additional man months as required can be considered by the consultants as required based specified requirements)

(1) Team Leader	- 1 No.
(2) Architect/Landscape Expert	- 1 No
(3) Urban Planner	- 1 No.
(4) Highway Engineer	-1 No
(5) Quantity and Contracts expert	- 6 No.
(6) Lab Assistant/ Draftman	- 1 No

The minimum required experience of proposed key professional staff is:

1. **Team Leader:** This is the senior most position and the expert engaged as the team leader shall be responsible for Investigation, Preparation of Detailed Project Report, Preparation of Tender documents, and Tender Assistance. This position requires Senior Engineer who shall be a graduate in civil engineering and post graduate in Highway/Transportation Engineering having minimum experience of 10 yearsand should have experience in preparing DPR for road projects. Should have been a team leader for at least one similar project.

2. **Architect/Landscape Expert :** This position requires a graduate in Architectural Engineering with a minimum of 10 years experience in Urban Roads Landscaping. He should have handled in the last 5 years as Senior Architectural Engineer at least two major road projects.

3. Urban Planner**:** This position requires a graduate in Civil Engineering with minimum of 10 years experience. He should have handled in the last 5 years as Senior Highway Engineer at least two major highway / Similar road projects.

4. **Quantity and Contracts expert and Highway Engineer** :-The staff proposed for this position shall be responsible for preparing bill of quantities, deriving unit rates, preparing cost estimates, tender documents, technical specifications, etc. This position requires Senior Engineer who shall have graduate degree in civil engineering with minimum experience of 08 years and should have experience in preparing BOQ, Cost estimates, tender documents in at least two highway projects in last 5 years

Reports which are part of the assignment must be written in the following language: English

- Training is an important feature is this Assignment : No

Additional information in the technical proposal includes. Nil

2.2 Proposals must remain valid **90** days after the submission date
i.e. until: 90 days from the last date of submission

2.3 Consultants must submit the proposal through KPP website

2.4 The proposal submission address is:
http://kppp.karnataka.gov.in/index.seam

2.5 Proposals must be submitted within the date and time stipulated in http://kppp.karnataka.gov.in/index.seam

2.6 The address to send information to the Client is:
EXECUTIVE ENGINEER,
RI – Road Infra Division., BBMP., BANGALORE-02

2.7 **Evaluation Criteria**

a) Each tender in its name should have in the last Five years i.e., 2018-19 to 2023-24 Executed and completed successfully done the Detailed Project Report Assignment for similar nature of Work Value shall not be less than **Rs. 350.00 Lakhs** each in any of the Financial Year. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid (similar nature of work means Architectural Landscape work, Public utility works, Layout formation, Community centers etc)

b) Consultancy firm should have a minimum average turnover of Rs. **28.00 lakhs** in the last two years. Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant

c) Consultancy **firm must have an established material testing laboratory etc**

d) Consultancy firm must have an established office with necessary infrastructure and sufficient Manpower and Resources required for carrying out the project

within the given time

The number of points to be given under each of the evaluation criteria are:

		Points
(i)	Specific experience of the consultants related to the Assignment	05
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR	25
(iii)	Qualifications and competence of the key professional staff For the Assignment 10 - marks for team leader 09 - marks for Architectural Engineer 07 - marks for each Senior Highway 04 - marks for each Quantity Engineer 03 - mark for Draft man	60
(iv)	a) Suitability of transfer of knowledge	05
	b) NABL Certified Owning material testing laboratory and pavement investigation equipment's	05

Total Points: 100

The number of points to be given for qualifications and competence of the professional staff for the assignment are:

		Points
i.	General qualifications	30
ii.	Adequacy for the project	60
iii.	Experience in region & language	10

Total Points: 100

The minimum technical score required to pass is : 75 Points

2.9 The address for negotiations is:
EXECUTIVE ENGINEER
RI – Road Infra, BBMP.,
BANGALORE-02

3.0 The Assignment is expected to commence in the month of March 2024

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: To:

[Name and Address of Firm] **EXECUTIVE ENGINEER**
RI-Road Infra Division,
BBMP., BANGALORE-02

.

Sir,

Subject: Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli rayanna Circle in West Zone

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under KPP website.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:

Address:

3B. CONSULTANT"S REFERENCES

Relevant Services carried out in the last Five Years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td colspan="2">Professional Staff Provided by your Firm/Entity (profiles):</td></tr>
<tr><td colspan="2">No of Staff:</td></tr>
<tr><td colspan="2">No of Staff Months:
Duration of Assignment:</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Article I. Address:</td></tr>
<tr><td>Article II. Start Date (Month/Year):</td><td>Article III. Completion Date (Month/Year):</td><td colspan="2">Article IV. Approx.Value of Services</td></tr>
<tr><td colspan="2">Article V. Name of the Associated Consultants, if any</td><td colspan="2">No. of Months of Key professional staff, provided by Associated Consultants.</td></tr>
<tr><td colspan="4">Article VI. Name of Senior Staff(Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="4">Narrative description of the project:</td></tr>
<tr><td colspan="4">Description of Actual Services provided by your Staff:</td></tr>
</table>

(i) Consultant's Name:……

3C. CONSULTANT'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

_____

Name of Firm: _____

Name of Staff:

_____

Profession:

_____

Date of Birth:

_____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

_____

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse orderevery employment held. List all positionsheld by staff membersince graduation, givingdates, names of employing organizations', titles of positions held, and locations ofassignments. Forexperience in lastten years, also give types of activities performedand clientreferences. Whereappropriate. Use about three-quarters of a page.]

Languages:

[For
each language indicate *proficiency:*excellent, good, fair, or poor; in speaking, *reading, and writing]*

Language	Speaking	Reading	Writing
Kannada			
Hindi			
English			

Certification:

I**,** the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date:_____

[Signature of staff member] ***Day / Month / Year***

Full name of staff member:_____

I hereby give an undertaking to the effect that the above mentioned staff would be available for BBMP during the period of consulting service.

_____Date:_____

[Signature of authorized representative of the Firm] Day / Month / Year

Full name of authorized representative:_____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1																Subtotal (1)
2																Subtotal (2)
3																Subtotal (3)
4																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature: _____
(Authorised Representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE *

A. Field Investigation and study Items:

Sl No.	Item of Activity (Work)	**Month wise program (in form of Bar Chart) ++ [1st, 2nd, etc. are month from the start of assignment)**											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The program should be for the period of completion of assignment.

B. Completion and Submission of Reports

Reports:*	Programme: (Date)
1. Inception Report	
2. Interim Progress Report a) First Status Report b) Second Status Report	
3. Draft Report	
4. Final Report	

*** Modify as required for the Assignment.**

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial proposal submission form.

4B. Summary of costs

4C. Breakdown of price per Phase

4A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Consultant) TO:

Ladies/Gentlemen:

Subject: Consultancy services for preparation of DPR for the work for Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at Nayandahalli junction, Mysore Sandal Soap Factory Junction, Yeshwanthpur Junction , K G Circle, Vatal Nagaraj Road, Rajajinagar Road & Sangolli rayanna Circle in West Zone

Financial Proposal

We, The undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of *[Amount **in** words and figures]* inclusive of all taxes but exclusive of service tax

The service tax is Rs……

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. i.e., *[Date]*.

We undertake that, in competing for (and, if the award is made to us. in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No	**Description**	**Amount** (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST (Including all taxes but excluding service tax)	
	Service Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (RS)

REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2..					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

Sl. No	Position	Name	Staff Months	(Rs)	Amount(Rs)
1					
2					
3					
4					
				Total :	

Ill Transportation *

Total:

I. Duty Travel to Site *

Total:

V Office Rent

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication

No.	**Item***	**Months**	Monthly Rate. (Rs)	Amount in (Rs)
1				
2				
3				
4				

TOTAL: ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment

No.	Description(*)	Unit	Quantity	Rate In Rs	Amount In Rs

1	Office Furniture (Purchase)				
2					
3					
4					
5					
6					
	Office Equipment				
1					
1					
3					
4					
5					
6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	**Description***	Number	**No. of Copies**	**Rate per Copy (Rs)**	Amount (**Rs.)**
1					
2					
3					
4					
5					

				Total	

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

2. OBJECTIVES

3. DETAILED SCOPE OF SERVICES:

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

5. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT

6. OBLIGATIONS OF THE CLIENT

1 OBJECTIVES

The objective of the services in brief is:

(a) Road Inventory and Pavement Condition Survey
(b) (c) Preparation of Cost Estimation, BOQ, etc.
(d) Preparation of Tender Document

(e) Details of Road surface Condition and width of the roads which includes details of carriage way, kerb, median, Foot path, Shoulder drain, Rain water flow and Drains,

(f) Details condition of Footpath, side Drains, Street light and Barricades

(g) Preparation of Presentations, Reports shall include the following aspects

1. Pothole Filling of carriageway
2. Crack Sealing of carriageway
3. Pavement line Marking of carriageway yearly once and Humps, HRPC, Zebra Crossings twice the year
4. Traffic Sign Installation/Repair/ Replacement
5. Sidewalk repair and Replacement

2 DETAILED SCOPE OF SERVICES

3.1 General

The Consultant shall perform all necessary planning, Engineering analysis, field investigations and related works as described herein with due care and diligence to attain the objectives of the study. In the conduct of his work, the Consultant shall contact the various departments for any additional information required for the study in liaison with BBMP. The BBMP will provide the Consultant with available reports, data and services appropriate to achieving the objectives of the study. The Consultant shall be however responsible for the analysis and interpretation of all data received, undertake other studies to validate the data and give conclusions and recommendations derived from this data.

The Consultant shall perform the principal services outlined below as a part of responsibility for the preparation of Detailed Project Report. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The Services will include but not be limited to the following:

3.2 Standards and Codes of Practices

All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars of MoRTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards may be adopted.

The Consultants, upon award of the Contract, may finalise this in consultation with BBMP and reflect the same in the inception report. Consultant should also look at international best practices and try to adopt them wherever there is scope for value addition.

3.3 Quality Assurance Plan (QAP)

The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, traffic surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans/procedures for different field studies, engineering surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, soil investigations, road and pavement investigations, investigation and design of bridges & structures, drawings and documentation, preparation, checking, approval, identification and tractability of project documents etc. also, in the inception report, information shall be furnished regarding the details of personal who shall be responsible for carrying out/preparing and checking/verifying various activities forming part of surveys, designs and project preparation, since inception to the completion of work. The detailed QAP shall be part of the inception report.

3.4 Reconnaissance and Inventory

A new inventory shall be established so that the following information is available

- To carry out reconnaissance survey of the road junction for identification of specific / typical problem areas such as tight / encroached spots, appreciation of ground constraints / situations such as at existing grade separators and identification of traffic survey location in consultation with BBMP. The detailed survey of the alignment along the identified junction shall be done using total station and will be produced in electronic format and hard copies containing plans, longitudinal section and Cross - section shall be prepared to the scale prescribed in IRC/MORT&H Standards.
- The consultants shall be required to carry out videography of the road involved in the study. Such videography shall cover the ROW and focus on important features of the existing road.

3.5 Secondary Data collections

The Consultant shall collect necessary secondary data relevant to the project. Such information's shall include

- Right of way and Road Development Plans of the entire junction from the relevant planning agencies;
- Signal phasing for all intersections and traffic management measures along the entire junction;

3.6 Traffic Surveys Analysis

To carry out detailed primary traffic & travel surveys along the Junction and data analysis with interpretations. These surveys shall include:

I. **Speed and Delay survey**. This survey would be done separately for the traffic stream and for buses, both peak and off peak period to assess the journey and running speeds along with delays along the entire length of the corridor.

II. **Road Network Inventory Surveys** of entire length of corridor including all Intersections and service roads in the influence area;

III. **Direction-wise Classified Traffic Volume Survey** (All types of buses will be counted separately) and Passenger Occupancy survey at all intersections. This survey will provide information on section wise daily and peak hour traffic volume and composition on the corridors;

IV. **Traffic Signal time and saturation flow survey** at all signalised intersections for morning, midday and evening peaks as well as off peak period.

V. **Parking survey (on-street and off-street)** would be carried out along the entire length of the corridor to collect the details about parking accumulation and parking duration for peak period. The parking demand assessment would enable to plan for providing alternate parking facility; and

VI. **Pedestrian Survey** at all major intersections for peak periods. Both along and across movements will be counted to gauge the Intensity of pedestrian Traffic for provision of requisite pedestrian facilities as well as minimizing pedestrian vehicular conflicts.

3.7 Engineering Surveys and Investigations

3.7.1 Topographic Surveys

The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.

The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e. Total stations. The data from the topographic surveys shall be available in (x, y, z) format for use in a sophisticated digital terrain model (DTM).

The detailed field surveys would essentially include the following activities:

- Topographic Surveys along the Existing Right of Way (ROW): Running a continuous open Traverse along the existing road, wherever required, and fixation of all cardinal points such as horizontal intersection points (HIP's), centre points and transit points etc. and properly referencing the same with a pair of reference pillars fixed on either side of the centre-line at safe places within the ROW.
- Collection of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations (both O/H as well as underground), buildings, fencing and trees (with girth greater than 0.3 metre) oil and gas lines etc. falling within the RoW or building to building.

Longitudinal and Cross-Sections

The topographic surveys for longitudinal and cross-sections shall cover the following:

- *Longitudinal section levels along final centre line at every 25 m interval, at the locations of curve points, intersections and at the locations of change in elevation.*
- *Longitudinal section for cross roads for length adequate for design and quantity estimation purposes. (Minimum 50 m)*

Detailed Survey

Topographic survey shall collect details of all important physical features along the Junction alignment. These features affect the project proposals and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, railway lines, stream / river / canal, water mains, severs, gas/ oil pipes, crossings, trees, plantations, utility services such as electric, and telephone lines and poles, optical fibre cables (OFC) etc. The survey would cover the entire right-of-way of the road on the adequate allowance for possible shifting of the central lines at some of the intersections locations.

The information collected during reconnaissance and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission/coordination with the concerned agency.

3.7.2 BBD Survey

A Benkelman Beam deflection (BBD) survey shall be carried out in accordance with IRC:81- 1997, test points to be at 100m interval excepting in stretches where more readings are required.

- Survey should be conducted for junction and for connecting roads for each 3.5 m carriage way.
- Temperature Reading of pavement for every one hour of interval of time.
- Soil sample collection for every 1.0 km intervals staggered.

The BBD survey shall not be carried out on badly damaged sections. Instead test pits shall be dug on each section not exceeding 100m length to a depth of minimum 500mm below subgrade level. The pavement layer types and thickness shall be recorded and tests shall be made on samples taken from the bottom of the pit, Regular test pits as required by the BBD survey shall be dug at the edge of the road, so as to record layer types and thickness in both carriageway and shoulder. Such test pits shall be located next to a BBD test location. The interval of such test pits shall be 1 Km as specified by IRC: 81. which shall include:

- Atterberg Limits and Grain Size
- In situ density and moisture content
- Laboratory CBR (4 days soaked at three energy levels)
- Swelling Index

3.7.3 Road and Pavement Investigations

The Consultants shall carry out detailed field studies in respect of road and pavement. The data collected through road inventory and pavement investigations should be sufficient to meet the design requirements as per the relevant IRC codes.

Pavement Composition

The data concerning the pavement composition may be already available with the BBMP. However, the consultants shall make trial pits to ascertain the pavement composition.

For each test pit, the following information shall be recorded: test pit reference (Identification number, location): pavement composition (material type and thickness); and subgrade type (textural classification) and condition (dry, wet)

Road and Pavement Condition Surveys

i) Detailed field studies shall be carried out to collect road and pavement surface conditions.

The data should generally cover: pavement condition (surface distress type and extent); shoulder condition; embankment condition; and drainage condition

Pavement

. cracking (narrow and wide cracking), % of pavement area affected;

. raveling, % of pavement area affected;

. potholing, % of pavement area affected;

. edge break, length (m); and,

*. rut depth, m*m

Shoulder

*. Paved: Same as for pavemen*t
. Unpaved: material loss, rut depth and corrugation,
. Edge drop, mm

- *The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.*
- *The pavement condition surveys shall be carried out using visual means. Supplemented by actual measurements and in accordance with IRC 82, 37, and relevant codes.*
- *The shoulder and embankment conditions shall be evaluated by visual means and the*
- *existence of distress modes (cuts, erosion marks, failure, drops) and extent (none, moderate, frequent and very frequent) of such distress manifestations would be recorded.*
- *For sections with severe distresses, additional investigations as appropriate shall be carried out to determine the cause of such distresses.*

3.7.4 Soil Investigation

Test pits shall be dug along road sections, which require widening. The minimum distance within such sections shall be 500 mts, closer intervals shall be used where swelling soils and others unsuitable soils appear to be present. Test pits shall be 1.0m X 1.0m and shall be dug to 1.5m depth. The soil strata shall be recorded, and samples taken at 1.0m depth shall be tested as follows:

- Atterberg Limits and Grain Size
- In situ density and moisture content
- Laboratory CBR (4 days soaked at three energy levels)
- Swelling Index

3.7.5 Geotechnical Investigation

The consultant shall carry out Geo-technical investigations and sub surface explorations for the proposed roads/over bridges / RoB's along high embankments, new bridges / bridges proposed for reconstruction and any other locations as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The bore should indicate the index properties, SBC and other soil parameters etc required for the design of foundation.

Geo-technical / Sub soil investigations shall be done as per relevant IRC publication. Trial pits shall be put for a minimum depth of 2.0 m below natural ground level to examine the characteristics of the soil below the existing pavement. Test pits shall be dug along road sections being taken up for improvement. The distance between pits shall not be more than 2Km. The interval of such pits shall be shorter depending on the distress noticed in pavement and variation in soil strata met with.

Hydraulic Particulars required for the design of structures shall be gathered and shall be as per the requirement of relevant publication of IRC.

The minimum scope of geo-technical investigations for bridge and structures shall be as under:

S.No.	Description	Location of Boring
1	Over all length = 6 – 30 m	One abutment location
2	Over all length = 30 – 60 m	One abutment location and at least one intermediate location between abutments for structures having more than one span
3	Over all length >60 m	Each abutment and each pier locations.

3.7.6 Drainage study

The capacity of existing cross drainages may have to be augmented. Replacement of existing pipe culverts with inadequate cushion may also be required. The Consultants shall furnish suitable design for Storm Water Drains wherever required. The method of disposal of storm water shall be clearly spelt out. Hydraulic parameters, L sections of Storm Water Drain indicating invert level of drain and the culverts shall be furnished. Any surplus flow beyond the capacity of road side drains may be carried out by storm water bye passes. Such bye pass canals may be designed and provided for. The point of disposal of Storm Water shall be identified and suitable lead off channels shall be provided wherever required.

3.8 Detailed Design of Roadway and Pavements, drainage and traffic furniture

3.8.1 General

The Consultants shall carryout detailed designs and prepare working drawings for the following:

- *design of the pavement, paved shoulders, medians, sidewalk;*
- *prepare alignment plans and vertical profile*
- *designs for road furniture and road safety/traffic control features;*
- *drainage design showing location of road side drawings, inlets, kerbs, etc.*
- *cross drainage structures plan with drawings if changes required as per the investigation conducted*

Based on the traffic studies, and geotechnical investigations, the Consultant shall design white topping /Bituminous Road for main carriageway and also recommend pavement type and crust thickness necessary for other areas of project like, bus bays, parking areas footpaths, junctions, etc.,

The Consultant shall carry out the following activities:

i) Analyse all data collected and all available field survey data.
ii) Prepare designs for:
- Roads and parking areas
- Shoulder treatments
- Junction improvements

This will inter alia include:

Definition of geometric design criteria and typical cross sections. The need for no. of lanes shall be determined based on projected traffic so that peak hour traffic on the road after 20 years of service will flow at service level E (volume / capacity ratio less than 0.92).

New pavement design shall be in accordance with IRC codes including MOST / ADB addendum expanding the design traffic range.

The requirements of bridge and CD works shall be identified and suitable GADs shall be prepared with all structural designs as per relevant IRC standards, and typical drawings shall be shown for the various types of CD works.

Detailed design of junctions shall be prepared for safe and efficient movement of vehicles.

3.8.2 Roadway Improvement plans

- Project road shall have uniform lanes and cross section features. Hence the design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
- Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
- All junctions shall be designed and provided with channelizing islands, storage lanes, free left turns, proper cross fall, drainage, etc
- Type of road surface/pavement design for the bus lanes and the rest of the road, making adequate provision for all types of fast moving and slow moving vehicles including bicycles and pedestrians Road signs design, detained road marking plan with lane marking zebra crossing, stop line etc.

3.8.3 Traffic engineering and management measures

- Study of existing traffic management measures in terms of one-way street measures, type of traffic control measures at all intersections shall be made.
- Design necessary traffic arrangement measures by way of restriction, regulation, banning, shifting & spreading awareness;

- Prepare plan for traffic signs and road-marking for the Junction;
- Suggest traffic improvement measures along the proposed roads.
- Develop traffic diversion plans, as necessary for during construction and after implementation for the junction including traffic management plan in the influence area of the junction as may become necessary

3.8.4 Design of Bridges and CD Structures [DELETED]

Based on the investigations carried out detailed designs shall be prepared for all components of structures. The design must satisfy the conditions laid in relevant IRC codes and based on sound engineering practices.

- The consultant shall prepare GAD of bridges and other CD structures proposed to be constructed/reconstructed / widened.
- The salient features of the structures such as type, proposed span arrangement, (based upon hydraulic and geotechnical studies), cost effectiveness may be furnished in the preliminary proposals for approval by BBMP.

3.8.6 Arboriculture and Landscaping

The consultant shall propose a suitable landscape and beautification plan in consultation with client. The cost of landscaping shall be included in the cost estimate as a separate item.

- The existing trees and plants shall be retained to the extent possible. The consultant shall endeavour to avoid cutting of trees for the improvement works as far as possible, however if it is inevitable the consultant will identify trees required to be cut to implement the work and suitable alternatives including transplantation shall be explored and the cost accordingly estimated.
- The consultant shall prepare detailed estimate for lighting
- The consultants shall provide appropriate plan for planting of trees at junctions. Planting flowering plants and shrubs, planter strip and islands may also be suggested.

3.8.7 Utility shifting

All details of utility lines should be captured in survey. Details of utilities to be shifted or relaid shall be identified and the same shall be marked on the Drawings to enable submission to the respective utility providers for further actions. All coordination and assistance required in this aspect shall be provided by the consultant.

3.9 Cost Estimation

3.10.1 Cost Estimates

The Consultant shall develop cost estimates based on Bill Of Quantities (BOQ) within a level of

accuracy of plus/minus 10 percent of true cost. The base prices shall be based on updated Schedule of rates applicable to Bangalore. Provision shall be made for items such as relocation of utilities, contingencies, supervision and third party inspections etc. as per BBMP procedures.

3.10.2 Technical Specifications

The Consultant shall develop technical specifications for all the works including specifications for materials and methods of work, including e.g. specifications for pavement sub-base, base and surface materials, materials for structures, concrete and concrete mix materials. The Consultant will take into account the Ministry of Surface Transport Road Works Specifications, make modifications where appropriate, based on careful assessment of locally available materials and will determine the technically acceptable and the most cost-effective technical specifications and construction/improvement methods.

3.10 Economic Viability [DELETED]

(i) Economic Costs

The Consultant shall identify current road user and road maintenance costs and shall produce valid current estimates of such costs for the junction in its present and improved state.

Since the greatest element of measurable and quantifiable user benefits to be derived from the improvement of the junction is derived from savings in vehicle operating costs, the Consultant shall give particular attention to the development of valid current estimates of such costs. the Consultant shall ensure that all individual factor unit costs (such as vehicle prices, interest rates, tyres, fuel, crew wages, insurance, etc.) input into the model are derived from direct investigation of present costs. (These inputs will have to be stated in the report).

The Consultant shall ensure that the individual parameters such as evenness, which are input into the model to determine the different component cost of vehicle operations, shall be those that apply to the individual design standard being evaluated. It is expected therefore, that where design standards evaluated in the study have significantly different parameters they will be reflected in the vehicle operating costs.

Residual value of the road structures at the end of the evaluation period may be estimated and deducted from the construction costs, duly reduced to NPV.

The Consultant shall carefully describe in the reports all the data, assumptions, and parameters used in developing estimates for current vehicle operating costs.

(iii) Economic Benefits

Economic benefits shall be expressed primarily in terms of.

a) savings in vehicle operating costs (reduction in fuel consumption etc.);
b) savings in road maintenance expenditure;
a) value of time savings (savings resulting from reduction in journey times);
d) reduction in accident costs, if any.

(ii) Economic Evaluation [DELETED]

The Consultant shall undertake evaluation of the economic viability of the project for the twenty (20) years following the completion of the rehabilitation of the Project Road. For this, the economic costs of construction to the design standards proposed shall be compared with the relevant level of economic user benefits arising from implementation of the project at that design level. The level of design that results in the greatest net present value shall be determined as the optimum design level. The net present value shall be calculated at a discount rate of 12%.

The economic viability shall be expressed in terms of

a) the economic internal rate of return;
b) the net present value at a discount rate of 12%;
c) the benefit-cost ratio

The above economic indicators shall be evaluated separately and the evaluation of each of the above will indicate the viability of the Project Road.

The Consultant shall subject these key variables to a sensitivity analysis. The Consultant shall also undertake sensitivity analysis on the results of the finally selected option. Benefits and construction costs shall be varied by +/- 15 %, or at another level deemed appropriate for analysis and agreed with BBMP, and the economic evaluation shall be carried out for both low and high forecasts of traffic.

3.11 Project implementation strategy

The consultant shall prepare a implementation strategy coming out with construction packages and phases of implementation with practical timelines and milestones. The implementation strategy must also include traffic diversion plans, rerouting of the traffic and phasing of the works to ensure that least disturbance for the traffic and establishments shall be caused.

Best available current practices and construction methods in the world shall be studied and recommended on these aspects. A presentation must be made to BBMP on this and obtain approval for the implementation of modern construction methods.

3.9 Tendering documents and tendering Support

The tender documents shall be based on standard documents of KPP, the consultants should support BBMP with technical details required for preparation of tenders and assist in floating the tender and evaluation of the same

3.10 Deliverables

Following Project Reports and Drawings are to submitted in four sets in hard copy and one soft copy in a CD.

- Road inventory such as details of carriage way, kerb, median, Foot path, Shoulder drain, Rain water flow and Drains, Grating, Barricading, circle, Junction, islands, Public Statues, High Mass Lights including service road.
- Construction methods and commissioning schedule
- Cost Estimates and BOQs

4.0 Reports, Time Schedule and Payment Schedule

4.1 Contract Schedule

The consultancy services for Preparation of Detailed Project report for the said project roads will be required for a period of **20 days**

4.2 Schedule of Reports

The Consultant shall prepare and submit four (4)hard copies with soft copy of each of the following reports and Standard bid documents (in English) to BBMP.

4.3 Contents of Reports

a. Inception Report

a. The Report should indicate the consultants methodology for work plan and deliverables

b. Draft Detailed Project Report

a. The Report should summarise the findings, analysis, results and recommendations of the study, design and shall cover all the aspects as per the Scope of the work.

b. The Consultant shall submit this report within the time schedule indicated to the BBMP for review and comments

c. Final Detailed Project report

The Final Detailed Project report should incorporate all the suggestions and comments of BBMP

4.4 Time Schedule

The Time Schedule shall be as follows

- Commencement of services ----- 1 day From the date of agreement
- Draft Project report ----- 15 days
- Final Detailed Project Report ----- 5days

5.0 Key Professionals for the required Services

The assignment requires a qualified team of professionals, the requirements are already given in data sheet.

6.0 Obligations of the Client

6.1 Documents

The BBMP shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data

6.2 Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

7 Specific Responsibilities of the Consultant

- The Consultant shall be fully responsible for collecting data and information from the Government agencies.
- All information, data and reports obtained from these agencies in the execution of the services shall be properly reviewed and analysed by the Consultant.

8 Payment schedule

I. 25% of Contract Price: On submission of draft project Report

II. 75% of Contract Price: On submission of Final Report

9 Disputes if any:

Dispute if any, between the client and the Consultant, the decision of the Commissioner, BBMP , Bangalore is final and binding on both the Client and Consultant

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT……35

II.GENERAL CONDITIONS OF CONTRACT…….…….37

1. General Provisions 37

2. Commencement, Completion, Modification, and Termination of Contract ...38

3. Obligations of the Consultants 41

4. Consultants' Personnel and Sub-Consultants.....43

5. Obligations of the Client.....45

6. Payments to the Consultants.....…44

7. Settlement of Disputes.....….44

III. SPECIAL CONDITIONS OF CONTRACT 45

IV.APPENDICES.

Appendix A — Description of the Services..... 49
Appendix B — Reporting Requirements..... 49
Appendix C — Key Personnel and Sub-consultants.....49
Appendix D — Services and Facilities to be provided by the Client..... 49
Appendix E — Breakdown of Contract price in Indian Rupees…….....49
Appendix F — Form of Bank Guarantee for Advance Payments..... 49

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2016___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").
[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:
".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____
Appendix B: Reporting Requirements _____
Appendix C: Key Personnel and Sub-consultants ----------
Appendix D: Services and Facilities to be provided by the Client _____
Appendix E: Breakdown of Contract Price _____
Appendix F: Form of Guarantee for Advance Payments _____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[**Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time

period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.6.1 Liquidated damages for delay in completion

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by

the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in

any dealings with Sub-consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties

shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

The Consultant has to render the services of any sort as required by the client due to unforeseen circumstances within the scope of services agreed upon during the contract period with out claiming any extra remuneration.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General
GC Clause * Conditions of Contract

[1.1 (h) The Member in Charge is].

[1.4.1 The addresses are:

Client :_____
_____
Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1] : Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

1 All Notes should be deleted in the Final Text

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days [Note: Fill in 30 days or any other appropriate]or such other time period as the parties may agree in writing]

[2.3 The period shall be [Note : Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) **Note**: Delete where not applicable.]

The other actions are .]

[3.7The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract is Rs. .

[6.4 The account is :…….]

Payments shall be made according to the following schedule :

I. 50% of Contract Price: On submission of draft project Report

II. 50% of Contract Price: On submission of Final Report

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5% per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, Bangalore chapter, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application

shall be the sole arbitrator for that dispute.

7.2.2Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

a. **Appendix B: Reporting Requirements**

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

b. **Appendix C: Key Personnel and Sub-consultants**

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

c. **Appendix D: Services and Facilities to be provided by the Client**

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee

(Reference SC Clause 6.4 of Contract) (To be stamped in accordance with Applicable Stamp Act, if any)
Ref: _____ Bank Guarantee: _____Date: _____
Dear Sir,
In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.
We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2024_____ at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India